

ENTERED

January 05, 2021

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DAVID PINKNEY,	§	CIVIL ACTION NO.
Plaintiff,	§	4:19-cv-02180
	§	
	§	
vs.	§	JUDGE CHARLES ESKRIDGE
	§	
	§	
COOPER/PORTS	§	
AMERICAN LLC and	§	
AMERICAN	§	
LONGSHORE	§	
MUTUAL	§	
ASSOCIATION,	§	
LIMITED,	§	
Defendants.	§	

**ORDER ADOPTING
MEMORANDUM AND RECOMMENDATION**

Plaintiff David Pinkney proceeds here *pro se*. His action seeks damages for injuries he allegedly suffered as a longshoreman working for Defendant Cooper/Ports American, LLC at the Port of Houston. Dkt 1-1 at 4. Pinkney had a workers' compensation insurance policy provided by Defendant American Longshore Mutual Association, Ltd through C/PA. Ibid.

Pinkney brought action in state court. Dkt 1-1. ALMA removed the action to federal court. Dkt 1. Pinkney filed a motion to remand. Dkt 4. The motion was denied, with C/PA dismissed from this action because it was improperly joined. Dkt 14 at 1.

ALMA then filed a motion for judgment on the pleadings. Dkt 15. Pinkney responded and sought to amend his pleadings. Dkt 16 at 1. The motion was referred to Magistrate Judge Sam Sheldon for disposition. Dkt 17. He recommended that it be

granted. Dkt 20 at 4–5, 8. He further recommended that Pinkney be denied leave to amend his pleadings. Id at 6–8. Neither party filed an objection.

The district court conducts a *de novo* review of those conclusions of a magistrate judge to which a party has specifically objected. See 28 USC § 636(b)(1)(C); *United States v Wilson*, 864 F2d 1219, 1221 (5th Cir 1989). To accept any other portions to which there is no objection, the reviewing court need only satisfy itself that no clear error appears on the face of the record. See *Guillory v PPG Industries Inc*, 434 F3d 303, 308 (5th Cir 2005), citing *Douglass v United Services Automobile Association*, 79 F3d 1415, 1420 (5th Cir 1996); see also FRCP 72(b) Advisory Committee Note (1983).

As noted, Pinkney is a *pro se* litigant. His filings must be “liberally construed” and “held to less stringent standards than formal pleadings drafted by lawyers.” *Erickson v Pardus*, 551 US 89, 94 (2007), quoting *Estelle v Gamble*, 429 US 97, 106 (1976) (internal quotations omitted). Even so, Pinkney hasn’t filed any objections to the recommendation by the Magistrate Judge.

The Court has reviewed the pleadings, the record, the applicable law, and the recommendation. No clear error appears.

The Court ADOPTS the Memorandum and Recommendation as the Memorandum and Order of this Court. Dkt 20.

The motion for judgment on the pleadings is GRANTED. Dkt 15.

Amendment would be futile. As such, this case is DISMISSED WITH PREJUDICE.

SO ORDERED.

Signed on January 5, 2021, at Houston, Texas.

A handwritten signature in black ink, reading "Ch R Eskridge II". The signature is stylized with a large "C" and "E", and a Roman numeral "II" at the end.

Hon. Charles Eskridge
United States District Judge